

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

**AIG SPECIALTY INSURANCE
COMPANY (f/k/a CHARTIS
SPECIALTY INSURANCE
COMPANY)
Plaintiff**

VERSUS

**KNIGHT OIL TOOLS, INC. AND
RIPPY OIL COMPANY
Defendant**

**RIPPY OIL COMPANY
Intervenor**

*** CIVIL ACTION NO. 21-cv-04191
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* JUDGE ROBERT R. SUMMERHAYS
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* MAGISTRATE CAROL B.
* WHITEHURST
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**MOTION TO STRIKE RIPPY OIL COMPANY’S MOTION TO DISMISS
COMPLAINT FOR DECLARATORY JUDGMENT**

NOW INTO COURT, through undersigned counsel, comes Plaintiff AIG Specialty Insurance Company (“ASIC”), which respectfully moves this Honorable Court to strike the Motion to Dismiss Complaint for Declaratory Judgment filed by Intervenor Rippy Oil Company (“Rippy”) [Doc. No. 13]. In support, ASIC avers as follows:

1.

On December 7, 2021, Plaintiff ASIC filed a Complaint for Declaratory Judgment against Defendant Knight Oil Tools, Inc. [R.Doc. No. 1].

2.

On January 7, 2022, Rippy filed a “Motion for Leave to File to Intervene to file Motion to Dismiss Declaratory Judgment” [R.Doc. No. 4].

3.

On January 10, 2022, this Court issued a Notice of Deficiency to Rippy relating to R. Doc. No. 4 because Rippy failed to include a proposed Complaint for Intervention.

4.

On January 13, 2022, Rippy filed a proposed pleading entitled “Motion to Dismiss Complaint for Declaratory Judgment or in the Alternative, Intervention, Pursuant to FRCP 24” [R.Doc. No. 11].

5.

On January 18, 2022, this Court issued an Order granting Rippy’s Motion to Intervene [R.Doc. No. 12].

6.

To date, however, Rippy has not filed a Complaint for Intervention.

7.

Further, Rippy has not filed a memorandum in support of its Motion to Dismiss [R.Doc. No. 13].

8.

Pursuant to Local Rule LR7.4, “all motions shall be accompanied by a memorandum commonly referred to as a ‘Memorandum in Support’....”

9.

Although Local Rule 7.4.1 provides that a memorandum is not required for certain motions, a motion to dismiss is not an excepted motion. Accordingly, pursuant to the Local Rules, a memorandum is required in support of Rippy’s motion to dismiss.

10.

On page 28 of its Motion to Dismiss, Rippy states that “[s]hould the Court grant judgment creditor and third-party beneficiary Rippy Oil Company the right to intervene, Intervenor Rippy Oil Company will file a Memorandum of Law in support of its request that the Court grant its Motion to Dismiss.” [R.Doc. No. 13 at p. 28].

11.

To date, however, Rippy has not filed a Memorandum in Support of its Motion to Dismiss despite the fact that the Court granted Rippy’s motion to intervene on January 18, 2022.

12.

Accordingly, out of an abundance of caution and to the extent Rippy’s Motion to Dismiss is deemed to have been properly filed, ASIC respectfully requests that this Honorable Court strike Rippy’s Motion to Dismiss [R.Doc. No. 13] based on the failure to comply with Local Rule 7.4.1.

WHEREFORE, Plaintiff AIG Specialty Insurance Company respectfully prays that this Honorable Court strike the Motion to Dismiss filed by Intervenor Rippy Oil Company, Inc. [R.Doc. No.13].

Respectfully Submitted,

/s/ Robert I. Siegel

ROBERT I. SIEGEL (#10263)

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CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of February 2022, I electronically filed this **MOTION TO STRIKE MOTION TO DISMISS COMPLAINT FOR DECLARATORY JUDGMENT** with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to counsel for all parties to this proceeding.

s/ Robert I. Siegel
ROBERT I. SIEGEL